

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 02-27

Introduced by Council President Hirsch at the request of the County Executive

Legislative Session Day No. 02-20

Date: August 6, 2002

AN ORDINANCE approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 90 acres of agricultural land located at 2704 Scarff Road, Fallston, Maryland 21047 from Francis Margaret Werneke and George Leo Werneke, Sr., or any other owner thereof for a maximum purchase price of \$3,500.00 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.

By the Council,

August 6, 2002

Introduced, read first time, ordered posted and public hearing scheduled

on: September 3, 2002

at: 6:30 p.m.

By Order: James E. Massey, Jr., Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 3, 2002, and concluded on September 3, 2002.

James E. Massey, Jr., Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

RECITALS

In accordance with the provisions of Section 524 of the Charter of Harford County (the "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the "County") the Budget for fiscal year 2003, Bill No. 02-13 (the "Budget Ordinance") includes a project permitting the County to enter into installment purchase agreements to acquire development rights in agricultural lands located within the County, which Budget Ordinance was adopted by the County Council of Harford County, Maryland (the "County Council"), in accordance with the Charter.

Section 520 of the Charter provides that "any contract, lease or other obligation in excess of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a later fiscal year shall be authorized by legislative act, and Section 524 of the Charter provides that the County may incur debt and pursuant to Bill No. 93-2 passed by the County Council on April 6, 1993, approved by the County Executive of the County on April 20, 1993, and effective on June 21, 1993 (the "Authorizing Act"), the County has been authorized and empowered to enter into installment purchase agreements to purchase easements for agricultural land preservation purposes

The Authorizing Act provides that after review by the Harford County Agricultural Advisory Board in accordance with the County's Easement Priority Ranking System and approval by the Harford County Board of Estimates, the County Council, may approve and provide for the acquisition of the development rights

1 in each particular parcel of agricultural land, as defined in the
2 Authorizing Act.

3 Attached to this Ordinance as Exhibit A is an application to
4 sell a development rights easement signed by the landowner where
5 agricultural land is the subject of this Ordinance.

6 Attached to this Ordinance as Exhibit B are records of The
7 Harford County Agricultural Advisory Board evaluating all
8 applications to offer development right easements to the County,
9 with each application ranked pursuant to the County's easement
10 priority ranking system.

11 The County has now determined to enter into an Installment
12 Purchase Agreement with Francis Margaret Werneke and George Leo
13 Werneke, Sr., or any other person who is or becomes the owner of
14 all or any portion of the Land (hereinafter defined) prior to
15 execution and delivery of such Agreement, in order to acquire the
16 development rights in approximately 90 acres, more or less, of
17 agricultural land located at 2704 Scarff Road, Fallston, Maryland
18 21047 within the County for an aggregate purchase price not in
19 excess of \$315,000.00, plus interest thereon, the actual amount
20 of the purchase price to be equal to the lesser of such maximum
21 amount or \$3,500.00 times the number of acres in such land (minus
22 one acre for any existing residential dwelling located thereon),
23 upon the terms and conditions hereinafter set forth.

24 NOW, THEREFORE:

25 SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD
26 COUNTY, MARYLAND, That

(a) Harford County, Maryland (the "County") shall enter into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Francis Margaret Werneke and George Leo Werneke, Sr., or any person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to the execution and delivery of the Installment Purchase Agreement (the "Seller") in order to acquire the development rights in approximately 90 acres of land, more or less, located at 2704 Scarff Road, Fallston, Maryland 21047 within the County (the "Land"), for an aggregate purchase price not in excess of \$315,000.00 (the "Purchase Price"), plus interest thereon as hereinafter provided; provided that the actual amount of the Purchase Price shall be equal to the lesser of such maximum amount or \$3,500.00 multiplied by the number of acres in the Land (minus one acre for any existing residential dwelling located thereon);

(b) The Installment Purchase Agreement shall be in substantially the form attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase Agreement is hereby approved as to form and content. The Installment Purchase Agreement shall be dated as of the date of its execution and delivery by the County and the Seller (the "Closing Date");

(c) A portion of the Purchase Price, in the amount determined as hereinafter provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be paid to the Seller in each year thereafter to and including a date not more than twenty (20) years after the Closing Date. The dates on

which each such installment is payable shall be determined by the County Executive and the Treasurer and shall be inserted in the form of the Installment Purchase Agreement attached hereto as Exhibit C;

(d) Interest on the unpaid balance of the Purchase Price shall accrue from the Closing Date and shall be payable at least annually in each year, commencing on the first of such dates to follow the Closing Date and continuing to and including a date not more than 20 years after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS maturing on the date next preceding the final maturity date in the Installment Purchase Agreement determined as of the business day preceding the Closing Date and rounded to the next highest 0.05% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months;

(e) The County's obligation to make payments of the Purchase Price under the Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of the County and is and shall be made upon its full faith and credit.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND,

That it is hereby found and determined that:

(a) The acquisition of the development rights in the Land as set forth in Section 1 of this Ordinance and in the form of the Installment Purchase Agreement attached hereto as Exhibit C is in the best interests of the County;

1 (b) The Installment Purchase Agreement is a contract
2 providing for the payment of funds at a time beyond the fiscal
3 year in which it is made and requires the payment of funds from
4 appropriations of later fiscal years;

5 (c) Funds for the payment of the Purchase Price under
6 the Installment Purchase Agreement are included in the Budget
7 Ordinance, As Amended;

8 (d) The County shall acquire the development rights in
9 the Land in perpetuity;

10 (e) The Purchase Price is within the legal limitation
11 on the indebtedness of the County as set forth in Article 25A, §
12 5(P) of the Annotated Code of Maryland;

13 (f) The cost of acquiring the development rights in
14 the Land is equal to the Purchase Price;

15 (g) The only practical way to acquire the development
16 rights in the Land is by private negotiated agreement between the
17 County and the Seller.

18 SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
19 HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement
20 shall be signed by the County Executive of the County (the
21 "County Executive") by his manual signature, and the Installment
22 Purchase Agreement shall bear the corporate seal of the County,
23 attested by the manual signature of the Director of
24 Administration of the County (the "Director of Administration").

25 In the event that any officer whose signature shall appear on
26 the Installment Purchase Agreement shall cease to be such officer
27 before the delivery of the Installment Purchase Agreement, such

signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such changes or modifications in the form of the Installment Purchase Agreement attached hereto as Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose of the transactions (including, but not limited to, determining the portion of the Purchase Price to be paid in cash on the Closing Date and establishment of interest and principal payment dates in each year that the Installment Purchase Agreement is outstanding) authorized by this Ordinance; provided that such changes shall be within the scope of the transactions authorized by this Ordinance and the execution of the Installment Purchase Agreement by the County Executive shall be conclusive evidence of the approval by the County Executive of all changes or modifications in the form of the Installment Purchase Agreement and shall thereupon become binding upon the County in accordance with its terms, as authorized by Section 524 of the Charter and the Authorizing Act (collectively, the "Enabling Legislation"), and as provided for in this Ordinance.

SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the County Executive, the Director of Administration, the Treasurer of the County and other

1 officials of the County are hereby authorized and empowered to do
2 all such acts and things and to execute, acknowledge, seal and
3 deliver such documents (including a Tax Certificate and
4 Compliance Agreement) and certificates as the County Executive
5 may determine to be necessary to carry out and comply with the
6 provisions of this Ordinance subject to the limitations set forth
7 in the Enabling Legislation and any limitations set forth in this
8 Ordinance.

9 SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
10 HARFORD COUNTY, MARYLAND, That the Treasurer of the County is
11 hereby designated and appointed as registrar and paying agent for
12 the Installment Purchase Agreement (the "Registrar"). The
13 Registrar shall maintain, or cause to be maintained, books of the
14 County for the registration and transfer of ownership of the
15 Installment Purchase Agreement. In addition, the County may,
16 from time to time, designate and appoint the Department of the
17 Treasury of the County, any officer or employee of the County or
18 one or more banks, trust companies, corporations or other
19 financial institutions to act as a substitute or alternate
20 registrar or paying agent for the Installment Purchase Agreement,
21 and any such substitute or alternate shall be deemed to be the
22 Registrar or an alternate Registrar for all purposes specified in
23 the resolution appointing such substitute or alternate. Any such
24 appointment shall be made by the County Council by resolution and
25 the exercise of such power of appointment, no matter how often,
26 shall not be an exhaustion thereof.

1 SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
2 HARFORD COUNTY, MARYLAND, That for the purpose of paying the
3 installments of the Purchase Price when due and payable and the
4 interest on the unpaid portion of the Purchase Price when due and
5 payable, there is hereby levied, and there shall hereafter be
6 levied in each fiscal year that any portion of the Purchase Price
7 payable under the Installment Purchase Agreement remains
8 outstanding, *ad valorem* taxes on real and tangible personal
9 property and intangible property subject to taxation by the
10 County, without limitation of rate or amount, and, in addition,
11 upon such other intangible property as may be subject to taxation
12 by the County within limitations prescribed by law, in an amount
13 sufficient, together with the portion of the transfer tax imposed
14 on transfers of real property in Harford County which is
15 dedicated to agricultural land preservation and other available
16 funds, to pay any installment of the Purchase Price under the
17 Installment Purchase Agreement maturing during the succeeding
18 year and to pay the annual interest on the outstanding balance of
19 the Purchase Price until all of the Purchase Price under the
20 Installment Purchase Agreement and such interest have been paid
21 in full; and the full faith and credit and the unlimited taxing
22 power of the County are hereby irrevocably pledged to the
23 punctual payment of the Purchase Price under the Installment
24 Purchase Agreement and the interest on the unpaid balance of the
25 Purchase Price as and when the same respectively become due and
26 payable.

1 SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
2 HARFORD COUNTY, MARYLAND, That this Ordinance shall take effect
3 sixty (60) calendar days after it becomes law.

4 EFFECTIVE:

5
6
7 The Council Administrator of the
8 Council does hereby certify that
9 fifteen (15) copies of this Bill
10 are immediately available for
11 distribution to the public and the
12 press.

13
14 James E. Massey, Jr.
15 Council Administrator
16
17
18
19
20
21
22
23
24

#7040936

JAMES M. HARKINS
HARFORD COUNTY

JOHN J. O'NEILL, JR.
DIRECTOR OF ADMINISTRATION



EXECUTIVE
JOSEPH KOCY
DIRECTOR OF PLANNING & ZONING

HARFORD COUNTY GOVERNMENT
Department of Planning and Zoning

COMMITMENT LETTER CONTRACT (Received stamp here by
P&Z 2002 Jun 28 P 1:55)

Harford County Agricultural Land Preservation Easement Program

RE: Purchase of Development Rights on Approximately 79 Acres of Land.

Dear Mr. & Mrs. George L. Wemeke Sr.:

We are pleased to extend an offer to purchase the development rights on your property and place a land conservation easement on it consisting of approximately 79 acres, subject to verification before settlement by survey submitted to Harford County, located at 2704 Scarff Road Fallston, MD 21047. In accordance with your application, this offer is in the form of a 10 year Installment Purchase Agreement (IPA) at settlement.

This agreement is subject to the following terms and conditions:

1. Purchase Price: Harford County (County) offers to purchase the Development Rights from the Seller for a purchase price of \$3,500.00 per acre (excluding one acre for each dwelling pursuant to the Enabling Legislation or other exclusion acreage required by the County). The Purchase Price shall be paid in installments beginning on the settlement and on the same day of each year thereafter for a ten (10) year period. The Seller shall receive, a cash payment at settlement to be applied against the purchase price.
2. Interest on Unpaid Balance of Purchase Price: Interest on the unpaid balance of the Purchase Price shall accrue from date of settlement and shall be payable annually thereafter for a ten (10) year period. interest shall accrue and be payable at the rate equal to the yield on U.S. Treasury Strips maturing on or before the settlement date determined as of the business day preceding the-settlement date.
3. Documentation: All instruments and documents required shall be subject to approval as to form and substance by the County, the County's attorney and Miles & Stockbridge, Bond Counsel ("Bond Counsel"). All documents evidencing the installment purchase of the

Preserving our values, protecting our future

MY DIRECT PHONE NUMBER IS **(410) 638-3103**
220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014 410-638-3000 • 410-879-2000 • TTY 410-638-3086
•www.co.ha.md.us

This document is available in alternative format upon request.

I. APPLICANT (i.e., the owner of the land). Indicate the portion owned by each owner.

- A. Correct legal name: _____

GEORGE LEO WERNEKE, SR. and FRANCES MARGARET WERNEKE
- B. Address (if mailing address is a post office box, please give a Street address as well):

2704 SCARFF ROAD, FALLSTON, MD 21047
- C. Telephone No. 410-692-5089 Fax No NONE
- D. Social Security Number or Tax Identification Number for each owner.

GEORGE LEO WERNEKE, SR.

FRANCES MARGARET WERNEKE

- E. Type of legal entity:
- [x] individual
- [] corporation incorporated in the State of _____
- [] general partnership created in the State of _____
- [] limited partnership created in the State of _____
- [] limited liability company created in the State of _____

F. Description of Applicant's business and percentage of income attributed to agriculture production: _____

APPLICANTS GROW CORN AND SOY BEANS

G. Contact person at Applicant's organization:

1. Name: GEORGE LEO WERNEKE, SR.
2. Title: LANDOWNER
3. Telephone 410-692-5089

H. Legal counsel representing Applicant in proposed transaction:

1. Name: ALBERT J.A. YOUNG
2. Address: 200 5. MAIN STREET
BEL AIR, MD 21014
3. Telephone No. 410-838-5500 Fax No. 410-893-0402

.1. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: HIGHLAND SURVEY ASSOCIATES
2. Address: 4701 FAWN GROVE ROAD
STREET, MD 21154
3. Telephone No. 410-836-1238 Fax No. 410-836-1278

AT THE TIME OF SURVEY COMPLETION, APPLICANTS WILL EXCLUDE VR ZONED LAND AND SUFFICIENT AG ZONED LAND, TO PROVIDE SUFFICIENT SEPTIC RESERVE FOR VR LAND

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

DATE OF ACQUISITION:	APRIL 1950
RECORDING REFERENCE:	341/89 & 2237/558
TAX MAP:	47
PARCEL NO.:	263
ACRES:	78.90
ADDRESS:	2704 SCARFF ROAD, FALLSTON, MD 21047
SALE OF LAND:	NONE
DEVELOPMENT RIGHTS:	
FAMILY CONVEYANCES:	NONE
EASEMENT RESTRICTIONS:	NONE

K. Mortgagees or Deeds of Trust or other encumbrances (including leases).
Lienholders will be required to subordinate their mortgage or deed of trust to the easement of the County.

NONE

L. Describe all uses currently made of the land and by whom:

Agricultural

GROW CORN AND SOY BEANS – LANDOWNER

Non- agricultural

RESIDENCE LOCATED ON PROPERTY

M. Zoning Classifications (if known).

AGRICULTURAL

N. Identify all children of owner(s).

<u>Name</u>	<u>Address</u>
<u>EDWARD LEO WERNEKE</u>	<u>2422 W. ROCK CREEK RD., NEW BERN, NC 28562</u>
<u>ROBERT FRANCIS WERNEKE</u>	<u>901 HEAD OF RIVER RD., CHESAPEAKE, VA. 23322</u>
<u>STEPHEN ARMAND WERNEKE</u>	<u>112 N. MOSSY BRAKE RD., UNCERTAIN, TX 75661</u>
<u>CHERYL ANN ZIMMERER</u>	<u>1948 PLEASANTVILLE RD., FOREST HILL, MD 21050</u>
<u>JOHN ALFRED WERNEKE</u>	<u>4201 ROCK RUN RD., HAVRE DE GRACE, MD 21078</u>
<u>GEORGE LEO WERNEKE</u>	<u>407 MOORES MILL RD., BEL AIR, MD 21014</u>
<u>WILLIAM ALLEN WERNEKE</u>	<u>1200 SHARON ACRES RD., FOREST HILL, MD 21050</u>

O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions.

<u>Name</u>	<u>Address</u>
<u>NONE</u>	

P. Identify all residences and buildings on the land.

<u>FAMILY DWELLING</u>	<u>1500 sf</u>
<u>BARN</u>	<u>800 sf</u>
<u>SHED</u>	<u>350 sf</u>

- Q. Applicant's accountant.
Name JAMES SCRIBNER
Address _____
Telephone No. _____
- R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan).
NONE

- S. Farm land breakdown
Cropland acres 45.00
Pasture acres 10.00
Woodland acres 22.90
Homestead acres 1.00
Other _____
- T. Innovative farming practices on farm and type and production.
NONE

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?
☐ Yes ☒ No

If yes, please explain: _____

2. Ever been involved in bankruptcy or insolvency proceedings?
☐ Yes ☒ No

If yes, please explain: _____

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes ☒ No

If yes, please explain: _____

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserve further explanation?

☐ Yes ☒ No

- X. Please indicate whether you will take Installment Purchase option or lump sum payment.

INSTALLMENT PURCHASE

II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of a development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Bel Air MD, on 29th day of May, 2002.
(City) (State)

/s/ George L. Werneke

/s/ Frances M. Werneke

DATE: 06/17/02 HARFORD COUNTY, MARYLAND
TIME: 14:34:47

DIST: 04 INDEX NO.: 072650 LIBER: 2237 FOLIO: 0558 EXPT CODE: 0
USE: A MAP: 0047 GRID: 0001B PARCEL: 0263 TOWN CODE: 000

NAME: WERNEKE GEORGE LEO SR CURRENT ASMT: 195,160
WERNEKE FRANCES MARGARET STATE TAX: 163.93
ADDR: 2704 SCARFF ROAD COUNTY TAX: 1826.70
FALLSTON MD 21047-1315 HIGHWAY TAX: 304.45
GROSS TAX: 2,295.08
NET TAX: 2,295.08

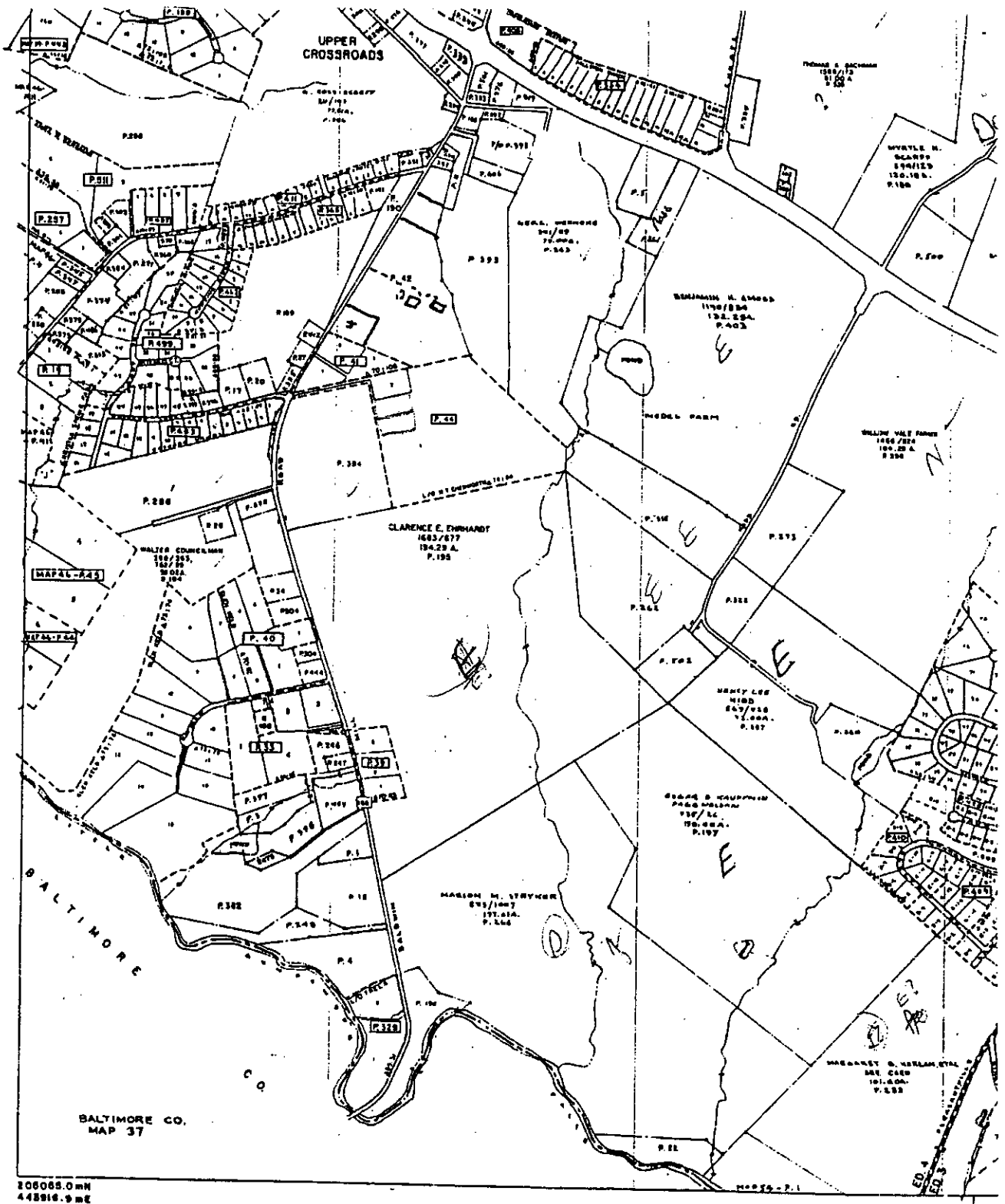
DESC: IMPS78.90 AC
2704 SCARFF ROAD CB CREDIT: 0.00
UPPER CROSSROADS SOLAR CREDIT: 0.00
HMSTD CREDIT: 0.00
FIELD CARD: 05556-000-00-00 LOCAL CREDIT:

SUPPLEMENTAL TAX FLAG: COMMUNITY ASSOC: NON-PROFIT FLAG:
SOLAR ASMT: 0 SOLAR MAX: 0.00 PREFER LND ASMT: 19.47

DATE LAST ASSESSED: 0500 PRIOR ASSESSMENT: 190,080

ENTER = MENU RETURN; CLEAR = END SESSION

Date: 6/17/2 Time: 02:49:00



944

COPYRIGHT - MAP DIVISION - 1967 -
MD DEPT. OF ASSESS. & TAX

947

950

953

Return to:

Timothy R. Streett
21 S. Main Street
Bel Air, Maryland 21014
838-0767

(Clerk's receipt stamp here)

This is to certify that the within instrument was prepared by
Timothy R. Streett, a Maryland Attorney duly licensed to practice
Before the Court of Appeals of Maryland.

/s/ T. R. Streett

THIS DEED, made this 28th day of February, 1995, by and
Between George Leo Werneke, Sr. (formerly known as George Leo
Werneke), individually, party of the first part, "Grantor", and
parties of the second part, "Grantees".

WITNESSETH, that in consideration of the sum of ZERO DOLLARS
DOLLARS (\$0,000.00), our mutual love and affection, and other good
and valuable considerations, the receipt and adequacy of which is
hereby acknowledge, the said Grantor does hereby grant and convey
unto the said Grantees as tenants in common, their heirs and
assigns, in fee simple, forever, all those lots or parcels of land
situate and lying in the FOURTH ELECTION DISTRICT of Harford
County, State of Maryland, and described as follows:

All of that farm, tract or parcel of land on the public road
leading from Fallston to Upper Cross Roads, near the latter place,
containing in the aggregate seventy nine acres of land, more or
less, as described in two deeds:

1. From William T. Riley, widower dated April 17, 1918 to George
J. Werneke and Kate M. Werneke and recorded at J.A.R. No. 160,
Folio 25
2. From John T. Morgan and Mary Roberts Morgan, his wife, dated
July 9, 1942 to George J. Werneke and Kate M. Werneke, and
Recorded at G.C.B. 273, folio 253.

Being the same and all land contained in a deed from George J.
Werneke and Kate M. Werneke, his wife to Joseph J. Werneke and
George Leo Werneke as joint tenants with the right of survivorship on
April 10, 1950 and recorded among the Land Records of Harford
County at Liber G.R.G. 341 Folio 89. The said Joseph J. Werneke
having passed this life on August 13, 1969.

LIBER 237 FOLIO 558

EXHIBIT B

Records of The Harford County Agricultural Advisory Board evaluating and ranking applications pursuant to the County's easement priority ranking system.

2002 Harford Preservation Ranking

RANK	NAME / ADDRESS	ACREAGE	POINTS
1	Mr. Donald Stubbs 3443 Wilson Road 3923 Street Road Street, MD 21154	185.00	239.45
2	Mr. & Mrs. Leo Werneke 2704 Scarff Road Fallston, MD 21047	79.00	226.32
3	Mr. & Mrs. Carl Nash 1106 Heaps Road Street, MD 21034	74.00	214.73
4	Mr. & Mrs. Al Lehnerd 521 Darlington Road Darlington, MD 21034	123.00	202.67
5	Mr. & Mrs. Gerald Fletcher 200 Jerry's Road Street, MD 21154	76.00	188.90
6	Ms. Linda Wiley etal E S Constitution Road Pylesville, MD 21132	116.00	187.17
7	Mr. & Mrs. Edward Rahll Sr. 2307 Putnam Road Forest Hill, MD 21050	159.00	183.91
8	Mr. & Mrs. Brian Simmons 1305 Deer Creek Road Forest Hill, MD 21050	69.00	183.44
9	Mr. & Mrs. Clyde Hall Little Farm LLC 4232 Conowingo Road Darlington, MD 21034	150.00	174.74
10	Mr. & Mrs. Dean King 1934 Harkins Road Pylesville, MD 21132	50.00	173.21
11	Mr. & Mrs. Steven Graefe 1954 Mt. Horeb Road Street, MD 21154	120.00	173.18
12	Mr. Charles Creswell 713 Thomas Run Road Bel Air, MD 21015	30.00	173.15
13	Mr. Elmer Bosely & Ms. Mary Jones 3300 Thomas Bridge Road Street, MD 21154	110.00	172.30

14	Mr. Evan T. Scarff 2401 Johnson Mill Road Forest Hill, MD 21050	55.00	171.20
15	Mr. & Mrs. Edgar Almony 3110 Dry Branch Road White Hall, MD 21161	83.00	167.23
16	Mr& Mrs. George Merryman 4511 Flintville Road Whiteford, MD 21160	42.00	163.30
17	Mr. & Mrs. Gary Gray 2954 Conowingo Road Bel Air, ,MD 21014	81.00	162.69
18	Mr. Albert McGuigan 4534 Graceton Road Whiteford, MD 21160	90.00	161.96
19	Harford County 4-H Camp 6 Cherry Hill Road Street, MD 21050	184.00	160.04
20	Mr. David Button 2806 Sharon Road Jarrettsville, MD 21084	141.00	158.85
21	Mr. Kevin Bearsch etal. 3200 Clayton Road Joppa, MD 21085	58.00	158.11
22	Mr. & Mrs. Gerald Weeks 2438 Johnson Mill Road Forest Hill, MD 21050	54.00	157.79
23	Mr. Elson Duvall 4216 Harford Creamery Road White Hall, MD 21161	56.00	152.68
24	Mr. & Mrs. William Hauck 4686 Norrisville Road White Hall, MD 21161	28.00	150.61
25	Mr. Bernard Getscher 1060 Taylor Road Street MD, 21154	66.00	148.25
26	Mr. Scott Sebring 5027 Carea Road White Hall, MD 21161	59.00	147.87
27	Mr. & Mrs. Wilson Bailey 1939 High Point Road Forest Hill, MD 21050	23.00	129.66

28	Mr. & Mrs. Joseph Ownes 2527 Harkins Road White Hall, MD 21161	22.00	128.20
29	Ms. Marjorie Kelly & Ms. Elsie Barnaby 2449 Laurel Brook Road Fallston, MD 21047	30.00	124.50
30	Mr. and Mrs. Albert Laisy 2501 Laurel Brook Road Fallston, MD 21047	27.00	123.42

FRANCIS MARGARET WERNEKE AND GEORGE LEO WERNEKE, SR.

the Seller

and

HARFORD COUNTY, MARYLAND,
the County

INSTALLMENT PURCHASE AGREEMENT
(No. 2003-2)

TABLE OF CONTENTS

(This Table of Contents is not part of the Installment Purchase Agreement and is only for convenience of reference)

<u>Section</u>	<u>Page</u>
RECITALS	1
AGREEMENTS	1

ARTICLE I

DEFINITIONS

1.1	Definitions	1
1.2	Rules of Construction	3

ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS DECLARATION OF TRUST; THE CERTIFICATES

2.1	Agreement to Sell and Purchase Development Rights	4
2.2	Delivery of Deed of Easement	4

ARTICLE III

PAYMENT OF PURCHASE PRICE

3.1	Payment of Purchase Price	4
3.2	Registration and Transfer of this Agreement	5
3.3	Mutilated, Lost, Stolen or Destroyed Agreement	6

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1	Representations and Warranties of the County	6
4.2	Representations and Warranties of the Original Seller	7

ARTICLE V

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

5.1	Intent of County and Tax Covenant of County	8
5.2	Acknowledgement of Seller with Regard to Tax Consequences of Transaction	8

ARTICLE VI

THE REGISTRAR

6.1	Appointment of Registrar	8
6.2	Change of Registrar and Appointment of Successor Registrar	8
6.3	Qualifications of Successor Registrar	8
6.4	Successor by Merger or Consolidation	9

ARTICLE VII

MISCELLANEOUS

7.1	Successors of County	9
7.2	Parties in Interest.....	9
7.3	Binding Effect.....	9
7.4	Severability	9
7.5	Prior Agreements Canceled; No Merger.....	10
7.6	Amendments, Changes and Modifications	10
7.7	No Personal Liability of County Officials	10
7.8	Governing Law	10
7.9	Notices	10
7.10	Holidays	11
	Signatures and Seals	11

SCHEDULE I - Installments of Purchase Price

EXHIBIT A - Form of Deed of Easement

EXHIBIT B - Permitted Encumbrances

EXHIBIT C - Form of Assignment

EXHIBIT D - Transfer of Agreement - Schedule of Transferees

INSTALLMENT PURCHASE AGREEMENT
(No. 2003-2)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the ____ day of _____, 2002, between FRANCIS MARGARET WERNEKE AND GEORGE LEO WERNEKE, SR. (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

RECITALS

A. Pursuant to and in accordance with Ordinance No. 93-2, now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns 90 acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means _____, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated _____, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Ordinances 93-2 and 93-3 passed by County Council on April 6, 1993 approved by the County Executive on April 20, 1993, effective June 21, 1993 and codified as Section 60-9, of the Harford County Code, as amended, and (3) Bill No. 02-27 passed by the County Council on _____, 2002, approved by the County Executive on _____, 2002 and effective _____, 2002.

"Interest Payment Date" means _____ in each year commencing _____.

"Land" means the tract of land located in Harford County, Maryland, containing approximately 90 acres, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means Three Hundred and Fifteen Thousand Dollars (\$315,000.00), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means Francis Margaret Werneke and George Leo Werneke, Sr., her respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

SECTION 1.2. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$315,000.00 (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

ARTICLE III

PAYMENT OF PURCHASE PRICE

SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of _____ Dollars (\$_____) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on _____ and on the same day of each year thereafter to and including _____ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on _____ and annually thereafter in each year to and including _____ at the rate of _____% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank

account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.

(c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. Representations and Warranties of the Original Seller. The original Seller makes the following representations and warranties with respect to herself, but not with respect to any transferee Seller:

(a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(e) There exist no liens or security interests on or with respect to the Land (other than Permitted Encumbrances), or such liens or security interests will be released or subordinated to the Development Rights.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) The Social Security Number of the Seller, Francis Margaret Werneke and George Leo Werneke, Sr., are _____ and _____, respectively. The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

ARTICLE V

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

ARTICLE VI

THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation

resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be

attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

County: Harford County, Maryland
County Office Building
220 South Main Street
Bel Air, Maryland 21014
Attention: Treasurer

with a copy to: A. Frank Carven, III, Esquire
County Attorney
County Office Building
220 South Main Street
Bel Air, Maryland 21014

Seller: Francis Margaret Werneke and George Leo Werneke, Sr.
2704 Scarff Road
Fallston, Maryland 21047

Registrar: James M. Jewell, C.P.A.
Treasurer
County Office Building
220 South Main Street
Bel Air, Maryland 21014

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By: _____
James M. Harkins
County Executive

ATTEST:

John J. O'Neill, Jr.
Director of Administration

WITNESS:

Francis Margaret Werneke (SEAL)

George Leo Werneke, Sr., Sr. (SEAL)

SELLER

SCHEDULE I

INSTALLMENTS OF
DEFERRED PORTION OF PURCHASE PRICE
(FRANCIS MARGARET WERNEKE AND GEORGE LEO WERNEKE, SR.)

Date of Payment

Amount Payable

Plus initial payment of purchase
price on _____

\$

TOTAL

\$315,000.00

EXHIBIT B
TO INSTALLMENT
PURCHASE AGREEMENT

PERMITTED ENCUMBRANCES

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this +commitment.
2. Rights or claims of parties other than the insured in actual possession of any or all of the property.
3. Special assessments against the property which are not shown as existing liens by the public records.
4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

EXHIBIT C
TO INSTALLMENT
PURCHASE AGREEMENT

ASSIGNMENT

FOR VALUE RECEIVED, FRANCIS MARGARET WERNEKE AND GEORGE LEO WERNEKE, SR. (the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto _____, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except _____].

Date: _____

WITNESS OR ATTEST: _____

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.

ADD NOTARY ACKNOWLEDGMENT

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved
this ____ day of _____, 20__.

Harford County, Maryland

By: _____
James M. Harkins
County Executive

TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

[illegible]

BILL NO. 02-27

HARFORD COUNTY BILL NO. 02-27

Brief Title) Ag Land Preservation – Wernecke Property

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

James E. Massey, Jr.
Administrator

ENROLLED

[Signature]
President

Date September 3, 2002

Date September 3, 2002

BY THE COUNCIL

Read the third time.

Passed: LSD 02-21 (September 3, 2002)

Failed of Passage: _____

By Order

James E. Massey, Jr. Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 5th day of September, 2002, at 4:00 p.m.



James E. Massey, Jr. Council Administrator

BY THE EXECUTIVE

James M. Harbunk
COUNTY EXECUTIVE

APPROVED: Date 9-5-02

BY THE COUNCIL

This Bill (No. 02-27), having been approved by the Executive and returned to the Council, becomes law on September 5, 2002.

EFFECTIVE DATE: November 4, 2002

James E. Massey, Jr., Administrator

BILL NO. 02-27